

RESOLUTION NO. 13-76

CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMAN J. R. Stone ON THE 5th DAY
OF April, 1976.

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO TO PROVIDE FOR WASTE DISPOSAL AT THE MONTGOMERY COUNTY REDUCTION PLANT AND TO PROVIDE PAYMENT THEREFORE.

THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. That the Council of the City of Centerville, Ohio hereby determines that it is in the best interests of the citizens of Centerville for the City to enter into an Agreement with the Board of County Commissioners of Montgomery County, Ohio to provide for waste disposal at the Montgomery County Reduction Plant, which Agreement is attached hereto, incorporated herein and marked Exhibit "A".

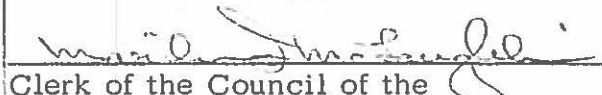
Section 2. That the City Manager is hereby authorized and directed to execute the Agreement marked Exhibit "A" and to cause the terms thereof to be carried out.

PASSED this 5th day of April, 1976.



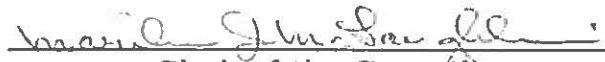
Mayor of the City of Centerville, Ohio

ATTEST:


Clerk of the Council of the
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 13-76, passed by the Council of the City of Centerville, Ohio, on the 5th day of April, 1976.


Clerk of the Council

Approved on _____
with _____
char_____

Robert H. _____
Municipal Attorney

AGREEMENT

This is an Agreement between the City of Centerville, hereinafter called the Municipality, and the BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO, hereinafter called the County.

WHEREAS, the County has constructed, financed and operated the Montgomery County Reduction Plants, hereinafter called the incinerators, for which the County issued certain bonds, the proceeds of which were to be used to construct the incinerators, and established a per ton charge for disposal of disposable wastes at the incinerators, pursuant to certain agreements with other municipalities, and

WHEREAS, pursuant to authority granted to it under those agreements, the County has increased the per ton charge to \$7.90 per ton, which amount is not sufficient to provide for the payment of the principal and interest on the indebtedness of the County incurred in the construction of the incinerators and to pay the operating costs of the incinerators, therefore necessitating a subsidy of the incinerator operations from the general fund of the County, and

WHEREAS, it is apparent to the parties that some haulers of disposable wastes are not utilizing the incinerators for the disposal of said wastes, and

WHEREAS, it is contemplated by the parties that an increase in the per ton charge for disposal of wastes at the incinerators will further reduce the use of the incinerators by haulers, therefore necessitating the continuance and even the increase of the County's subsidy of the incinerators, and

WHEREAS, the County has authority to impose a disposal charge on all improved property in the Montgomery County Refuse Disposal District, hereinafter called the "District", which District consists of all the territory in Montgomery County not located within the boundaries of a municipal corporation, and

WHEREAS, the Municipality has the power to impose similar charges for disposal upon the improved properties within its boundaries, and also has the power to become a member of the District by Ordinance, and

WHEREAS, it is agreed between the parties that the continued incineration of disposable wastes in Montgomery County is ecologically desirable only until the earliest possible construction of resource recovery facilities in the County, and

WHEREAS, the County has determined to impose charges upon all the improved properties within the District to pay the cost of disposal of wastes, including principal and interest on the outstanding bonds, the schedule for such charges being Appendix "A" to this agreement, and to pledge the income

from such charges first to the payment of the principal and interest on the bonds and thereafter to the payment of the cost of the operation of the incinerators, and

NOW, THEREFORE, it is agreed between the parties:

The Municipality shall remit to the County, in payment for the disposal of solid wastes from the properties within its boundaries, an amount equivalent to that which would be due to the County if the charges imposed by the County within the District were also imposed upon property within the Municipality. This amount shall hereinafter be called the Disposal Charge Equivalent.

The amount of the Disposal Charge Equivalent shall be based on the numbers of improved properties located within a municipality as shown on Appendix "B". The County shall update Appendix "B" as of June 1 of each calendar year in which this agreement remains in effect. A copy of the update of Appendix "B" shall be furnished to the Municipality on or about June 1 of each year, but will require an agreement of the Municipality before said updated Appendix "B" becomes part of this agreement.

The Municipality shall remit 25% of the Disposal Charge Equivalent or the Residential Disposal Charge Equivalent on October 1, 1976, and on the first day of each quarter thereafter during the term of this agreement.

The Solid Waste Advisory Committee, appointed by the County, shall have seven members, three of whom shall be appointed based upon a recommendation by the Mayors and Managers Association, three by the Township Trustees Association, and one at-large member. The Solid Waste Advisory Committee shall review the proposed budget for the disposal operation and recommend disposal and/or equivalent charges. Based upon the recommendations of the Solid Waste Advisory Committee, it shall be the County's responsibility to determine whether the income from the disposal charges and the equivalent charges, in addition to other income from the incinerators, is adequate to pay the principal of, and the interest on, the incinerator bonds and to provide for the other costs of disposal of wastes.

Should the County find it necessary to change the disposal charge, such change shall become effective on January 1 of the year following that in which such decision is made. The County shall notify the Municipality of the change on or before June 1 of the year preceding the year in which the change is to be effected. The Municipality shall by resolution either accept or reject the change in fees.

It is specifically agreed by the County and as part of the consideration of this agreement, the County is committed to, and will establish a facility for resource recovery. The contracts to build or establish said facility to be signed within 2 years of the effective date of this agreement.

Furthermore, it is specifically agreed by the County and as part consideration of this agreement that the County will not reinstitute a charge for the disposal of waste at the incinerator to be paid by trash haulers for trash/waste collected within the boundaries of the City of Centerville.

Either of the parties hereto shall have the right to terminate this agreement upon the giving of written notice one-hundred twenty (120) days in advance of the date of termination. In the event of termination all rights and obligations of both parties shall cease upon the date of termination. Prior to the date of termination but after notice has been given by either party as provided herein, the County may bill for incinerator use, prorated as of the date of termination.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 1976.

WITNESSES:

BOARD OF COUNTY COMMISSIONERS OF
MONTGOMERY COUNTY, OHIO

By

By

By

WITNESSES:

CITY OF CENTERVILLE, OHIO

By

APPROVED:

APPROVED:

LEE C. FALKE,
Prosecuting Attorney of
Montgomery County, Ohio

By

Lillian M. Kern
Assistant Prosecuting Attorney

By

Robert N. Farquhar, Municipal Attorney
for the City of Centerville, Ohio

APPENDIX A - SCHEDULE OF CHARGES

<u>Type of Facility</u>	<u>Cost Per Unit</u>
Residential	\$12.00
Apartment	10.00
Trailer	7.00
Industrial	150.00
Commercial	70.00
School	90.00
Utilities	25.00
Churches	30.00
Motels/Hotels	2.00

APPENDIX A - SCHEDULE OF CHARGES

<u>Type of Facility</u>	<u>Annual Cost</u>
Residential	\$12.00
Apartment - each unit	10.00
Trailer	7.00
Industrial and Commercial	*
School	75.00 per 1,000 students
Utilities	25.00
Churches	25.00
Motels/Hotels	2.00 per room

*0-8 cans/week.....\$30.00 per year
 9 cans - 3 cubic yards/week.. 75.00 per year
 4-7 cubic yards/week.....150.00 per year
 8-10 cubic yards/week.....300.00 per year
 11-20 cubic yards/week.....600.00 per year
 21 cubic yards and over/wk.1,000.00 per year